



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

July 8, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**CENTINELA HOSPITAL MEDICAL CENTER AGREEMENT**  
(4<sup>th</sup> District) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of Health Services, or his designee, to sign an agreement (Exhibit I) with Centinela Hospital Medical Center, owner and license holder of the Centinela Airport Medical Clinic, for the provision of allowing Centinela Airport Medical Clinic to become a receiving hospital for 9-1-1 providers transporting basic life support patients. The agreement becomes effective upon the date of Board approval through June 30, 2005, with provisions for two one-year automatic renewal periods ending on June 30, 2007. There is no net County cost associated with this agreement.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:**

The purpose of the recommended action is to expand the resources in which 9-1-1 providers in the immediate vicinity of the Los Angeles International Airport can transport patients with complaints and/or symptoms that warrant basic life support. By transporting patients to Centinela Airport Medical Clinic (CAMC), rescue vehicles will be able to return to service quickly since CAMC is not congested and will be able to accept the patients in a quick and efficient manner.

FISCAL IMPACT/FINANCING:

There is no cost to the County associated with the use of CAMC as a receiving facility to basic life support patients.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In a letter dated April 16, 2002, Centinela Hospital Medical Center requested that the Emergency Medical Services Agency (EMS) review the possibility of utilization of CAMC by 9-1-1 providers. Following discussions and an on-site visit to evaluate CAMC, an informal letter of understanding was issued and agreed upon by Tenet Health System.

In signing this Agreement, CAMC will meet the requirements established by the EMS Agency to accept basic life support patients from within a designated area in the EMS system. The Agreement may be terminated for cause at any time, by either party without cause, giving a 120 day written notice.

The EMS Agency will work closely with the EMS providers, Los Angeles City and Los Angeles County Fire Departments, to implement and monitor the use of CAMC. EMS Agency staff will be assigned to monitor and to review outcomes of patients transported to CAMC, to ensure that only patients with chief complaints and symptoms specified by the EMS Agency Medical Director and patients agreeing to be transported to CAMC, as opposed to a basic emergency department, are transported to CAMC.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The EMS Agency anticipates that approximately 3-5 patients per day may be transported to CAMC by 9-1-1 personnel. Rescue vehicles that transport patients to CAMC will be able to return to service quickly, since CAMC is not congested and will be able to accept the patients quickly.

The training of rescue personnel to identify patients that may be safely and appropriately transported to CAMC and the area from which they may be transported, following criteria established by the EMS Agency, will be accomplished by Los Angeles City and Los Angeles County Fire Departments.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit I as to use and form.

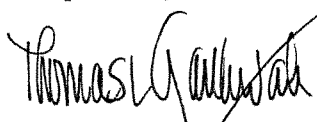
The Honorable Board of Supervisors

July 8, 2004

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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite", with a long horizontal stroke extending to the right.

Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:ca

Attachment (1)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

BLETC3289.CBA

**SUMMARY OF AGREEMENT**

1. TYPE OF SERVICE:

9-1-1 transport receiving facility for basic life support patients.

2. AGENCY ADDRESS AND CONTACT PERSON:

Centinela Hospital Medical Center  
555 E. Hardy Street  
Inglewood, CA 90301  
Attention: Chief Executive Officer  
Telephone: (310) 673-4660 Ext. 8602

3. TERM:

The Agreement shall commence effective upon Board approval through June 30, 2005, with provisions for two one-year automatic renewal periods, ending on June 30, 2007.

4. FINANCIAL INFORMATION:

There is no net County cost associated with the use of Centinela as a receiving facility for basic life support patients.

5. APPROVALS:

Emergency Medical Services Agency: Carol S. Gunter, Director

Contract Administration: Irene E. Riley, Director

County Counsel (as to form): Edward A. Morrissey, Deputy County Counsel

BLETC3289.CBA  
cba:05/21/04

**CENTINELA HOSPITAL MEDICAL CENTER 9-1-1 BASIC LIFE SUPPORT  
TRANSPORT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

CENTINELA HOSPITAL MEDICAL  
CENTER (hereafter  
"Contractor").

WHEREAS, pursuant to the authority granted under the  
Emergency Medical Services and Prehospital Emergency Medical Care  
Personnel Act ("Act") (Health and Safety Code, Sections 1797, et.  
Seq.), County maintains an Advanced Life Support ("ALS") system  
(or "9-1-1 System") providing services utilizing Emergency Medical  
Technicians-Paramedics (hereafter "EMT-Ps" or "paramedics") for  
the delivery of emergency medical care to the sick and injured at  
the scene of an emergency, during transport to a general acute  
care hospital, during interfacility transfer, while in the  
emergency department of a general hospital, until care  
responsibility is assumed by the regular staff of that  
Contractor, and during training within the facilities of a  
participating general acute care hospital; and

WHEREAS, County has designated its Department of Health Services as the local Emergency Medical Services Agency (hereafter "Department", "local EMS Agency", "Agency" or "DHS"); and

WHEREAS, pursuant to the authority under the Act, State Regulations promulgated thereunder (Title 22, California Code of Regulations, Section 100006 et. seq.), and DHS Policies and Procedures, the local EMS Agency approves and designates selected facilities to receive patients transported by the 9-1-1 system; and

WHEREAS, Contractor owns and operates the Centinela Hospital Airport Medical Clinic, an off campus treatment site, licensed under Centinela Hospital Medical Center; and

WHEREAS, Contractor desires to receive and treat certain patients transported under the ALS system; and

WHEREAS, the parties wish to cooperate with each other and with Emergency Medical Service(EMS)provider agencies in the joint development and operation of an urgent care Hospital to receive and treat patients categorized and authorized by the EMS Agency as requiring basic life support in Los Angeles County in order to fulfill a need in the community; and

NOW, THEREFORE, the parties agree as follows:

1. BASIS AND PURPOSE: The basis of this Agreement is the

desire and intention of the parties to cooperate in the operation of each party's component of the EMS system, consistent with each party's other health services activities and fiscal requirements and the duties and responsibilities of the County. Its purposes are to establish, in a manner reflective of that cooperative basis, the specific duties and responsibilities of the parties with respect to the matters addressed herein and to provide mechanisms and procedures for (a) resolution of disputes, and (b) quality improvement.

2. TERM: This Agreement shall become effective on the date of Board approval, and shall continue in full force and effect to and including June 30, 2005. Unless sooner terminated, revoked, or canceled, this Agreement may be automatically renewed on a yearly basis for not more than two (2) years, ending on June 30, 2007.

Transport of 9-1-1 providers to the Contractor by 9-1-1 providers may be terminated by either party, without cause. Termination will occur following a written notice of no less than one hundred and twenty (120) calendar days, unless a lesser time frame is agreed upon by both parties.

This Agreement shall be considered automatically suspended in the event of a labor dispute, natural catastrophe, or other event beyond the control of the Contractor which renders the

Contractor incapable of continuing to carry out its responsibilities hereunder. In the event such suspension continues for a period in excess of three (3) months and Contractor is unable to demonstrate to Director that it can resume its participation within six (6) months from the initial date of interruption of service, Director may terminate this Agreement upon giving at least thirty (30) calendar days prior written notice thereof to the Contractor.

3. WORK: Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the STATEMENT OF WORK, Exhibit A.

4. RESPONSIBILITY OF COUNTY: County shall coordinate the Countywide aspects of the EMS system.

Responsibilities of DHS:

Policies and Procedures:

1. Establish policies and procedures consistent with State and County Laws, regulations and standards to assure medical control of EMS Agency authorized personnel.

2. Establish policies and procedures that ensure a mechanism exists for replacing medical



supplies and equipment used by EMS personnel during treatment of patients. Such policies and procedures shall not require Contractor to provide or replace such medical supplies and equipment.

3. Inform Contractor of any change in Los Angeles County EMS Agency Policy that may affect Contractor within thirty (30) calendar days.

4. Monitor the EMS system calls that are taken to Contractor to ensure appropriateness.

5. Establish triage criteria for EMS personnel to follow when making the decision to transport a patient to Contractor (Exhibit A).

6. Establish a defined service area for Contractor (Exhibit B).

7. Define the Service Area from which patients will be taken to Contractor.

8. Director shall designate an individual (undedicated) within the EMS Agency to review, monitor, communicate and coordinate matters affecting the Contractor.

5. CONTRACT COMPLIANCE: Should the Contractor, as determined by Director, fail to comply with any provision set forth hereunder as a Contractor

including, but not limited to, any responsibility or obligation, Director of DHS or his designee may at his sole discretion do any or all of the following:

A. Send Contractor a written warning itemizing the areas(s) of concern and request or specify a plan for remedial action.

B. Send Contractor a written itemized listing of the area(s) of concern and permit Contractor to voluntarily request temporary suspension of its 9-1-1 Basic Life Support (BLS) receiving status for a period of sixty (60) days or less to allow for remedial action to be taken. County shall not unreasonably refuse a request by Contractor for such temporary suspension.

C. Send Contractor a written itemized listing of the area(s) of concern and find Contractor out of compliance with this Agreement, or summarily suspend Agreement in whole or in part with intent to terminate Agreement. Summary suspension will not occur unless Director believes Contractor may be engaging in a course of conduct which poses an imminent danger to life or health of public receiving or requesting medical services from it.

6. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor.

B. Contractor understands and agrees that all persons furnishing Contractor services on behalf of Contractor under this Agreement are, for purposes of workers' compensation liability, not the responsibility of County.

C. Contractor shall bear the sole responsibility and liability for any and all worker's compensation benefits which are legally required to be paid to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, cost, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement,

except to the extent , on a comparative fault basis, such demands, claims, actions, fees, costs, and expenses are the result of the act or omission of County.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County

with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of

occurrence.

(2) Any third-party claim or lawsuit filed against Contractor arising from or related to the transport of patients to Contractor, and any allegation, claim or concern that such patient should not have been transported to Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for

Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident.



Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year(2) reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

10. ADMINISTRATION AND MONITORING:

A. Director shall have the authority to administer this Agreement on behalf of County.

B. Contractor extends to Director, the right to review and monitor Contractor's programs and procedures, and to inspect its facilities for contractual compliance at any time with reasonable notice.

11. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain financial books and records of services rendered to all eligible patients served hereunder in accordance with Contractor's customary record preparation and record keeping requirements for all its patients; provided, however, that such records and procedures must demonstrate patient's eligibility as defined in Paragraph 3 above, and must at all times meet California Code of Regulations and California Health and Safety Code licensing requirements. Such books and records shall be retained by Contractor at a location in Los Angeles County during the term of this Agreement and for a minimum of five (5) years following its expiration or earlier termination. During such period, they shall be made available at all reasonable times for inspection, audit, and photocopying by authorized representatives of Director or

State, or both. Director shall give Contractor at least three (3) calendar days prior written notice of any such inspection visit.

B. Patient Records: Contractor shall maintain adequate treatment records on each patient, which shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records shall meet State Contractor licensure requirements and shall be retained by Contractor for a period of at least five (5) years following the expiration or termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days with prior written notice during Contractor's normal business hours to authorized representatives of Director or of State, or of both, for purposes of inspection, audit, and photocopying.

C. Audit Reports: In the event that a survey, audit, inspection or other visit is conducted of Contractor by a Federal or State agency, or accrediting agency or other

entity for the purpose of evaluating the quality of care or performance (work conditions of providers of care at the Clinic (e.g., JACHO, ACGME), Contractor shall notify County's Department of Health Services, Contracts and Grants Division, and County's Auditor-Controller within thirty (30) calendar days of receipt of the report or other written results. Director or County's Auditor-Controller may review such report or result at Contractor's premises and, upon Director's or County's Auditor-Controller's request, Contractor shall tender a full and complete copy of such report or result within ten (10) calendar days. To the extent permitted by law, County shall maintain the confidentiality of all such report(s)/result(s).

D. Audit/Compliance Review: In the event County, conducts an audit/compliance review of Contractor, Contractor shall fully cooperate with such representatives. Contractor shall allow County representative access to all pertinent financial and other reports, and medical records, and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Such audit/compliance review shall

not extend to records of medical staff or peer review committees.

An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

E. Availability of Personnel, Facilities, Protocols:

Contractor shall make its personnel, facilities, and administrative and medical policies, bylaws and other protocols available to assist with the inspection at reasonable times by authorized representatives of Director, to verify compliance with applicable standards and regulations and with the terms of this Agreement.

12. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental disability, or medical condition, in accordance with applicable requirements of State and Federal law.

13. NONDISCRIMINATION IN EMPLOYMENT: Contractor's employment practices and policies shall also meet all applicable State and Federal nondiscrimination requirements.

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records, obtained from the County under this Agreement in accordance with all applicable State, Federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall use its best efforts to inform all of its officers, employees, and agents, and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the "Contractor Non- Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit "C", attached hereto, and incorporated herein by reference.

15. LICENSES: Contractor shall obtain and maintain, during the term of this Agreement, accreditation by the Joint Commission Accreditation of Healthcare Organizations, and all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Contractor, in its operation, shall also comply with all applicable local, State, and Federal statutes, ordinances, and regulations. Any failure to maintain such accreditation or licensure shall constitute a material breach of this Agreement upon which County may

immediately terminate this Agreement in whole or in part at its sole discretion.

16. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

17. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

18. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him or her to influence the

award or County administration of this Agreement or any competing agreement shall participate in the negotiation of this Agreement. No County employee with a spouse or economic dependent employed in any capacity by Contractor herein, shall participate in the negotiation of this Agreement, or have an direct or indirect financial interest in this Agreement.

No officer, subcontractor, agent, or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by



County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other

work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

20. SUBCONTRACTING:

A. The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

B. If Contractor desires to subcontract, Contractor shall provide the following information promptly at the County's request.

1. A description of the work to be performed by the subcontractor.
2. A draft copy of the proposed subcontract; and
3. Other pertinent information and/or certifications requested by the County.

C. Contractor shall indemnify and defend and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

D. Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor;

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its subcontractors of this County right.

F. The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

G. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor shall ensure delivery of

all such documents to:

County of Los Angeles/Department of Health Services  
Contracts and Grants Division  
313 North Figueroa St., 6<sup>th</sup> Floor East  
Los Angeles, California 90012

before any subcontractor employee may perform any work  
hereunder.

21. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

22. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification

and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, agents, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with an alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

23. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

24. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of Agreement and the application of such

provision to other persons or circumstances shall not be affected thereby.

25. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

26. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

27. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County

lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

28. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures County may terminate this Agreement or impose other penalties as specified in this Agreement.

29. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any

other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

30. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall ensure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

31. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County



officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

32. TERMINATION FOR CONVENIENCE: This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to

which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and

Complete performance of such part of the work as shall not have been terminated by such notice.

For a period of five (5) years after final settlement under this Agreement, Contractor shall make available to the County, at all reasonable time, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at the County's option, Contractor shall pay the County for travel per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

33. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES

FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

34. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County

has established a goal of ensuring that all individuals who benefit financially from County through Agreements are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200 and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the Paragraph 34, "WARRANTY OF

ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the Term and Termination Paragraphs of this Agreement.

37. Contractor'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

39. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires

information concerning the performance of Contractor on this Agreement or other agreements, which indicates that Contractor is not responsible, County may in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing agreements Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of an Agreement or other contract with County or nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform an Agreement with County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on the Contractor's quality, fitness, or capacity to perform an Agreement with County any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which

indicates a act of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the



proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors/subconsultants) of County Agreements.

40. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA').

Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations

relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

41. COMPLIANCE WITH JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as

codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who

is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if

Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit "D", is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form", to be completed by Contractor.

D. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

42. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no

claim against County for payment of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E, attached hereto and incorporated herein by this reference, and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the

County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used.

45. RECYCLED BOND PAPER: Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

46. SPARTA PROGRAM: A County program, known as 'SPARTA' (Service Proposers, Artisan and Tradesman Activities) may be able to assist Contractors in obtaining affordable liability insurance. The County's insurance broker, Municipality Insurance Services, Inc., administers the SPARTA Program. For additional information, a Contractor may call (800) 420-0555 or contact SPARTA through the e-mail address: carol@web2wise.com.

47. COUNTY AUDITING OF CONTRACTORS RECORDS: Upon a minimum of twenty-four (24) hours' written notice, the County may audit,

at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports.

Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

48. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. County's Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by a party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

To County:       Department of Health Services  
                  Contracts and Grants Division  
                  313 North Figueroa Street  
                  Sixth Floor - East  
                  Los Angeles, California 90012

Attention:       Director



Department of Health Services  
Emergency Medical Services Division  
5555 Ferguson Drive, Suite 220  
Commerce, California 90022

Attention: Division Chief

Department of Health Services  
Financial Services  
313 North Figueroa Street - Room 534  
Los Angeles, California 90012

Attention: Financial Officer

B. Notice to Contractor shall be addressed as follows:

To Contractor: Centinela Hospital Medical Center  
555 E. Hardy Street  
Inglewood, California 90301

Attention: Chief Executive Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer  
CENTINELA HOSPITAL MEDICAL CENTER  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

Date \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

STATEMENT OF WORK

A. CLINIC'S GENERAL REQUIREMENTS:

1. Accept all patients brought to Clinic by an EMS provider approved by the EMS Agency and operate under the established Emergency Medical Treatment and Active Labor Act (EMTALA) regulations, with Clinic operators as a "dedicated emergency department" as defined by EMTALA regulations. Contractor agrees to operate in accordance with all EMS Agency policies, procedures and guidelines in performing services related to this Agreement.

2. Provide all emergency medical care within capability of Clinic.

3. Provide appropriate transport of patients that may require further medical care outside of a Clinic setting or Clinic admission to the appropriate facility offering a higher level of care, e.g., (Daniel Freeman Memorial Clinic or Centinela Clinic Medical Center, unless otherwise requested by the patient), or as directed by the patients condition, or as requested by the EMS Agency.

4. Liaison: Clinic agrees to identify a representative of the facility to act as a liaison between Clinic, EMS Agency and EMS providers.

5. Service Area: Clinic agrees to accept basic life support patients from 9-1-1 providers in the defined service area (Exhibit B).

6. Staffing:

a. Clinic agrees to open and maintain 24 hours a day/365 days a year appropriate staffing coverage.

b. Clinic agrees to maintain adequate and required staffing levels of registered nurses and physicians experienced in emergency medicine.

c. If at any time appropriate staffing cannot be maintained or the Clinic cannot meet the terms of this Agreement, Clinic will notify the EMS Agency immediately.

B. GENERAL TRIAGE CRITERIA FOR TRANSPORT TO CENTINELA AIRPORT MEDICAL CLINIC BY 9-1-1 PROVIDERS:

1. 14 years and older (subject to EMS Policy No. 510)
2. Minor, non-life threatening illness or injury (Basic Life Support transport) This will include, but not be limited to, the following:
  - a. Minor lacerations
  - b. Isolated closed fractures of extremities
  - c. Emotional upset (unless as threat to themselves or others)
  - d. Fevers
  - e. Nausea/vomiting/diarrhea
  - f. Mildly ill; non-specific complaints
  - g. Minor head injuries, who are alert, with no loss of consciousness or vomiting
  - h. Minor complaints following traffic accidents
3. Normal mental status (e.g., persons which have not been identified as needing psychiatric emergency services or otherwise having a psychiatric emergency medical condition)
4. Normal vital signs
5. Patients meeting conditions described in Los Angeles County EMS Agency Ref. No. 808, should not be triaged to the Clinic.

C. Availability and Maintenance of Records:

1. Contractor agrees to provide the EMS Agency with copies of records pertaining to the patients treated by a prehospital care provider at Clinic at the request of the EMS Agency. Records obtained from the Clinic may be used for audit, investigation, or statistical analysis. Representatives from the EMS Agency shall comply with all applicable State and Federal laws relating to confidentiality and shall maintain the confidentiality of all records submitted unless otherwise required by law.

2. Contractor agrees to provide the EMS Agency copies of all EMS Report Forms with patient discharge diagnosis, in a manner determined by Agency. EMS Report Forms will be provided until such time as the EMS Agency deems no longer necessary.

3. Contract Monitoring:

Contractor extends to Director and to authorized representatives of DHS the right to review and monitor Contractor's procedures with respect to this Agreement, and to audit and inspect

its facilities for compliance with this Agreement, State laws and local Department/EMS Agency policies, procedure, and guidelines audits and inspections by DHS staff shall be conducted during County's normal business hours and only after Director has given Contractor's at least three (3) working days written notice thereof. Entry and exit conferences shall be held with Contractor's Administrator, or his or her designee. Said notice need not be given when Director determines that the health and welfare of patients may be jeopardized by waiting the three (3) day period.

4. Record Retention:

a. Contractor shall retain the receiving Clinic copy of the EMS Report Form for a minimum of seven (7) years and include such reports with patient charts for patients brought to Clinic as part of the EMS system. Such records, if for a minor, shall be retained for a minimum of seven (7) years, or if for a minor, one (1) year past the age of majority, whichever is greater.

b. Contractor shall retain all records related to suspected or pending litigation until completion and resolution of all issues arising therefrom.

EXHIBIT B

DEFINED SERVICE FOR TRANSPORT TO CENTINELA AIRPORT  
MEDICAL CLINIC BY 9-1-1 PROVIDERS:

CONTRACTOR AGREES TO ACCEPT ALL PATIENTS, AS DESCRIBED IN EXHIBIT  
A FROM WITHIN THE DEFINED SERVICE AREA BOUNDARIES OF:

North - Ballona Creek to Slauson Ave.  
East - 405 Fwy to Imperial Hwy  
South - Imperial Hwy to the Pacific Ocean  
West - Pacific Ocean

- > Rescue vehicles are not to by-pass an approved emergency  
department receiving facility in order to transport to the  
Clinic.

**CONTRACT FOR**  
**\_\_\_\_\_ SERVICES**

**NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
 CONTRACTOR NAME

Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(       )	
Solicitation For ( Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.**

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

# No shame.

# No blame.

# No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

## **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

## **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

## **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

## **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

## **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito  
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito  
Zev Yaroslavsky, Supervisor, Tercer Distrito  
Don Knabe, Supervisor, Cuarto Distrito  
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***